

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
SPECIAL USE PERMIT



Station No. to be Credited Permit No.

Permittee Name:

Permittee Address:

Application Date:

Period of Use (Inclusive) From:

To:

Purpose:

☐ Agriculture

☐ Commercial Activities

☐ Commercial Filming

☐ Commercial Visitor Services

☐ Special Event

☐ Other (explain)

.....
.....

Describe the Above Activity:

Applicant Signature:

Date:

For Official Use Only

Special Conditions:

Record of Payments:

Amount of Fee:
Payment Exempt:
Full Payment:
Partial Payment:

Record of Partial Payments:

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the signed, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions and requirements appearing on the reverse side.

Issuing Officer Signature and Title

Date:

NOTICE

In accordance with the Privacy Act (5 U.S.C. 552 a) and the Paperwork Reduction Act (44 U.S.C. 3501), please note the following information:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668 dd-ee) as amended, and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).
2. The information that you provide is voluntary; however, submission of requested information is required to evaluate the qualifications, determine eligibility, and document permit applicants under the above Acts. It is our policy not to use your name for any other purpose. The information is maintained in accordance with the Privacy Act. All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. Response is not required unless a currently valid Office of Management and Budget (OMB) control number is displayed.
3. No members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.
4. The permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.
5. Routine use disclosures may also be made: (a) to the U.S. Department of Justice when related to litigation or anticipated litigation; (b) of information indicating a violation or potential violation of a statute, rule, order, or license to appropriate Federal, State, local, or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulation, order, or license; (c) from the record of the individual in response to an inquiry from a Congressional office made at the request of the individual (42 FR 19083; April 11, 1977); and (d) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48 FR 54716; December 6, 1983).
6. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information collection has been approved by OPM and assigned clearance number 1018-0102. The public reporting burden for this information collection varies based on the specific refuge use being requested. The relevant public reporting burden estimate for the Special Use Permit Application form is estimated to average one hour per response, including time for reviewing instructions gathering and maintaining data, and completing and reviewing the form. Comments on this form should be mailed to the Information Collection Clearance Officer, Mail Stop 222, Arlington Square, U.S. Fish and Wildlife Service, Arlington, Virginia 22203. Thank you.

GENERAL CONDITIONS AND REQUIREMENTS

1. Responsibility of Permittee: The permittee by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, or the part of anyone of his/her associates, to use reasonable care.
2. Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
3. Use Limitations: The permittee's use of the described premises is limited to the purposed herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry on to his/her area; and permits the Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the Service; and (2) the management of wildlife and fish using the premises and other Service lands.
4. Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the Service and the permit shall not be used for speculative purposes.
5. Compliance: The Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms or conditions.
6. Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.
7. Payments: All payment shall be made on or before the due date to the local representative of the Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8. Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 11. If he/she fails to do so, he/she will pay the Government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittees' action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9. Revocation Policy: This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing national wildlife refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, or may enter and possess the premises as the agent of the permittee and for his/her account.

10. Damages: The United States shall not be responsible for any loss or damage to property including, but not limited to, growing crops, animals, and machinery or injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11. Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge official in charge but not to exceed 60 days, remove all structures, machinery, and/or other equipment, etc, from the premises for which he/she is responsible. Within this period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

12. Collected Specimens: You may use specimens collected under this permit, any components of any specimens (including natural organisms, enzymes, genetic materials or seeds), and research results derived from collected specimens for scientific or educational purposes only, and not for commercial purposes unless you have entered into a Cooperative Research and Development Agreement (CRADA) with us. We prohibit the sale of collected research specimens or other transfers to third parties. Breach of any of the terms of this permit will be grounds for revocation of this permit and denial of future permits. Furthermore, if you sell or otherwise transfer collected specimens or any components without a CRADA, you will pay us a royalty rate of 20 percent of gross revenue from such sales. In addition to such royalty, we may seek other damages and injunctive relief against you.

Instructions for Completing Application

1. Under Permittee Name, print applicant's name.
2. Under Permittee Address, print applicant's address.
3. Under Purpose, check one of the following categories:
 - A. Agriculture - Haying, grazing, crop planting, logging, beekeeping, and other agricultural products.
 - B. Commercial Activities - commercial fishing, trapping, and other commercial activities.
 - C. Commercial Filming - audio, video, and photographic products with a monetary value.
 - D. Commercial Visitor Services - Outfitters/guides for hunting, fishing, canoing, kayacking, and other visitor services.
 - E. Special Events - Weddings, fishing tournaments, one time events, and other special events.
 - F. Other - specify any other activity(ies) not mentioned above.
4. Under Describe the above activity, provide detailed information on the activity listed above.
5. Under Period of Use, fill in the dates the activity is requested for.
6. The refuge official will fill out the remaining information.